

**LaMONICA HERBST & MANISCALCO, LLP**  
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Jordan Pilevsky, Esq.

*Counsel to Mayer Gold*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

-----x  
BANKUNITED, N.A.,

Civil Action No. 1:18-cv-8196

Plaintiff,

-against-

BLUE WOLF INVESTMENTS, LLC; SEASONS  
PROPERTY MANAGEMENT LLC; ZVI BLOOM;  
AND MAYER GOLD,

Defendants.

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**ANSWER TO AMENDED COMPLAINT  
WITH AFFIRMATIVE DEFENSES**

Defendant Mayer Gold (“Gold”), by his attorneys, LaMonica Herbst & Maniscalco, LLP, hereby submits this answer with affirmative defenses to the amended complaint (the “Complaint”) filed by BankUnited, N.A. (the “Plaintiff”), and represents and states as follows:

**The Parties**

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “1” of the Complaint.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “2” of the Complaint.
3. Admits that Zvi Bloom is a member of Blue Wolf but otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph “3” of the Complaint.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “4” of the Complaint.
5. Admits the allegation contained in paragraph “5” of the Complaint.
6. Admits that the allegations with respect to the identity of the members of Seasons except denies knowledge or information sufficient to form a belief as to the identity of Core 4 C LLC and otherwise denies knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph “6” of the Complaint.
7. Admits the allegation contained in paragraph “7” of the Complaint.
8. Admits that Gold is an adult that resides in the State of New York but denies the remaining allegation in paragraph “8” of the Complaint.

#### **Jurisdiction and Venue**

9. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “9” of the Complaint.
10. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “10” of the Complaint.

#### **Background**

#### **I. The Loans**

- A. *\$7.5MM Loan*
11. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “11” of the Complaint.
12. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “12” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

13. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “13” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

14. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “14” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

*B. \$2.5MM Loan*

15. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “15” of the Complaint.

16. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “16” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

17. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “17” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

18. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “18” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

19. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “19” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

20. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “20” of the Complaint.

21. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “21” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

22. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “22” of the Complaint but respectfully refers the Court to the documents referenced therein for its content, legal import and meaning.

23. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “23” of the Complaint.

24. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “24” of the Complaint.

25. The allegation in paragraph “25” of the Complaint is not one that requires a response but to the extent it seeks a response, Gold denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “25” of the Complaint.

## **II. Borrower’s and Guarantor’s Defaults Under the Loan Documents**

26. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “26” of the Complaint.

27. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “27” of the Complaint.

28. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “28” of the Complaint.

29. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “29” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

30. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “30” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

31. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “31” of the Complaint.

32. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “32” of the Complaint.

33. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “33” of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

34. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “34” of the Complaint.

35. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “35” of the Complaint.

36. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “36” of the Complaint.

37. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “37” of the Complaint.

38. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “38” of the Complaint.

### **III. Defendants' Misrepresentations and Omissions in Obtaining the Loans**

#### **A. Guaranties**

39. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "39" of the Complaint.

40. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "40" of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

41. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "41" of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

#### **B. Failure to Pay Obligations and Provide the Consulting Agreement**

42. Admits the allegation contained in paragraph "42" of the Complaint.

43. Admits the allegation contained in paragraph "43" of the Complaint.

44. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "44" of the Complaint but respectfully refers the Court to the document referenced therein for its content, legal import and meaning.

45. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "45" of the Complaint.

46. Refers the Court to the document referenced in paragraph "46" of the Complaint for its content, legal import and meaning but otherwise denies knowledge or information sufficient to form a belief as to the truth as to the allegations relating to negotiations between the Borrower, Guarantors and Lender.

47. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “47” of the Complaint.

48. Denies the allegations contained in paragraph “48” of Complaint as they relate to Gold, refers the Court to the document referenced therein for its content, legal import and meaning, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “48” of the Complaint as they relate to the other parties references therein.

49. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “49” of the Complaint.

50. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “50” of the Complaint.

51. Denies the allegations contained in paragraph “51” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “51” of the Complaint as they relate to the other parties references therein.

52. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “52” of the Complaint.

53. Denies the allegations contained in paragraph “53” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “53” of the Complaint as they relate to the other parties references therein.

54. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “54” of the Complaint.

55. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “55” of the Complaint.

56. Denies the allegations contained in paragraph “56” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “56” of the Complaint as they relate to the other parties references therein.

57. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “57” of the Complaint.

58. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “58” of the Complaint.

59. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “59” of the Complaint.

60. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “60” of the Complaint.

61. Denies the allegations contained in paragraph “61” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “61” of the Complaint as they relate to the other parties references therein.

62. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “62” of the Complaint.

63. Denies the allegations contained in paragraph “63” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of

the allegations contained in paragraph “63” of the Complaint as they relate to the other parties references therein.

**COUNT I**  
**BREACH OF CONTRACT**  
**Plaintiff v. Guarantors**

64. Responding to paragraph “64” of the Complaint, Gold repeats each and every response contained in paragraphs “1” through “63” herein.

65. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “65” of the Complaint.

66. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “66” of the Complaint.

67. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “67” of the Complaint.

68. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “68” of the Complaint.

69. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “69” of the Complaint.

70. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “70” of the Complaint.

**COUNT II**  
**FRAUD**  
**Plaintiff v. All Defendants**

71. Responding to paragraph “71” of the Complaint, Gold repeats each and every response contained in paragraphs “1” through “70” herein.

72. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “72” of the Complaint.

73. Denies the allegations contained in paragraph “73” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “73” of the Complaint as they relate to the other parties references therein.

74. Denies the allegations contained in paragraph “74” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “74” of the Complaint as they relate to the other parties references therein.

75. Denies the allegations contained in paragraph “75” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “75” of the Complaint as they relate to the other parties references therein.

76. Denies the allegations contained in paragraph “76” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “76” of the Complaint as they relate to the other parties references therein.

77. Denies the allegations contained in paragraph “77” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “77” of the Complaint as they relate to the other parties references therein.

78. Denies the allegations contained in paragraph “78” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “78” of the Complaint as they relate to the other parties references therein.

79. Denies the allegations contained in paragraph “79” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “79” of the Complaint as they relate to the other parties references therein.

80. Denies the allegations contained in paragraph “80” of Complaint as they relate to Gold, and otherwise denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “80” of the Complaint as they relate to the other parties references therein.

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE**

81. Plaintiff’s claims are barred in whole or in part because it has failed to state a claim upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE**

82. Gold at all times acted with due care and in good faith.

**AS AND FOR A THIRD AFFIRMATIVE DEFENSE**

83. Plaintiff’s own actions, negligence and reckless behavior caused the purported financial damage allegedly suffered.

84. Had Plaintiff taken steps to safeguard its interest, no purported financial damage would have occurred.

**AS AND FOR A FOURTH AFFIRMATIVE DEFENSE**

85. Plaintiff has failed to mitigate its alleged damages, if any.

**AS AND FOR A FIFTH AFFIRMATIVE DEFENSE**

86. Plaintiff's claims are barred in whole or in part by the doctrines of waiver, laches and estoppel.

**AS AND FOR A SIXTH AFFIRMATIVE DEFENSE**

87. Plaintiff has failed to plead sufficient facts to support its claims alleged in the Complaint.

**AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE**

88. In the event that Plaintiff sustained damages as alleged in the Complaint, such damages were caused through the conduct, act, omission or fraud, of other parties.

**AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE**

89. Gold did not sign the Limited Consulting Agreement.

**AS AND FOR A NINTH AFFIRMATIVE DEFENSE**

90. Some or all of Plaintiff's claims are barred by applicable statute of limitations.

**AS AND FOR A TENTH AFFIRMATIVE DEFENSE**

91. The Plaintiff has failed to fulfill one or more conditions precedent.

**AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE**

92. Plaintiff lacks standing.

**RESERVATION OF RIGHTS AND DEFENSES**

93. Gold reserves the right to raise additional affirmative defenses upon further discovery of information with respect to the Plaintiff's claims up and to the time of trial.

**WHEREFORE**, Gold respectfully requests that the Court dismiss the Complaint with prejudice and grant such other and further relief as this Court may deem equitable, just and proper.

Dated: January 3, 2019  
Wantagh, New York

**LaMonica Herbst & Maniscalco, LLP**  
*Attorneys for Mayer Gold*

By: s/ Jordan Pilevsky  
Jordan Pilevsky, Esq.  
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(516) 826-6500

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

-----x  
BALDOR DC LLC,

Index No. 035742/2018

Plaintiff,

-against-

MAYER GOLD,

**Verification**

Defendant.

-----x

STATE OF NEW YORK      )  
                                  ) ss.:  
COUNTY OF NASSAU      )

JORDAN PILEVSKY, Esq., affirms, and states that he is a partner at LaMonica Herbst & Maniscalco, LLP, the attorneys for defendant Mayer Gold (“Gold”) in this action and that the foregoing Verified Answer with Affirmative Defenses is true to his own knowledge, except as to matters therein stated on information and belief and as to those matters he believes them to be true; that the grounds of his belief as to all matters not stated upon his knowledge are communications and information from and with Gold; and that the reason why the verification is not made by Gold is that Gold does not reside in the same county in which my office is located.

*s/ Jordan Pilevsky*  
JORDAN PILEVSKY

Sworn to before me this  
3<sup>rd</sup> day of January 2019

*s/ Angela Colucci*  
Angela Colucci  
Notary Public, State of New York  
No. 01CO4674875  
Qualified in Nassau County  
Commission Expires July 31, 2022